TENANCY IN COMMON—PURCHASE OF AN OUTSTANDING TITLE BY ONE OF THE CO-TENANTS.—A, B, C, and D were in possession of Blackacre under a void tax deed. D bought in the outstanding title in fee from X. *Held*, that upon contribution by the other co-tenants that the title of D would inure to the benefit of all. *James* v. *James* (W. Va. 1915), 87 S. E. 364.

The rule is frequently laid down that "one co-tenant cannot purchase an outstanding title or incumbrance affecting the common estate for his own exclusive benefit * * *; but such purchase will inure to the benefit of all." 17 AM. & ENG. ENCYC. OF LAW, 674; *Turner* v. *Sawyer*, 150 U. S. 578; *Onley* v. *Sawyer*, 54 Cal. 379; *Titsworth* v. *Stout*, 49 Ill. 78, 95 Am. Dec. 577; *Bracken* v. *Cooper*, 80 Ill. 221; *Holterhoff* v. *Mead*, 36 Minn. 42; *Jones* v. *Stanton*, 11 Mo. 433; *Brown* v. *Homan*, 1 Neb. 448; *Boskowitz* v. *Davis*, 12 Nev. 446; *Van Horn* v. *Fonda*, 5 Johns. Ch. (N. Y.) 388; *Dray* v. *Dray*, 21 Ore. 59. But in *Roberts* v. *Thorn*, 25 Tex. 728, 78 Am. Dec. 552; *King* v. *Rowan*, 10 Heisk. (Tenn.) 675; *Frentz* v. *Klotch*, 28 Wis. 312, the contrary doctrine was announced; these three cases may possibly be distinguished from the former in that the co-tenants therein took by different instruments, but this distinction in the facts should bear little weight because the parties in all cases were co-tenants to the same extent. The rule in England seems to be exactly *contra* to the principal case. *Kennedy* v. *De Tafford* [1897], A. C. 180, was a case in which one of the co-tenants purchased an outstanding mortgage on the premises held in co-tenancy. It was held that there was no such confidential relation existing between the parties as would require the title acquired to be held in trust for all the co-tenants. *Blodgett* v. *Hildreth*, 8 Allen (Mass.), 186, is in accord with the English view on a similar state of facts.

WATERS—ALIENATION OF RIPARIAN RIGHTS.—Plaintiff's lot abutted on a bay, but by a deed in the line of title the riparian rights appurtenant to the lot were reserved by the grantor. Plaintiff tried to enjoin defendant from erecting a wharf in the bay in front of her lot, contending that it violated her riparian rights. *Held*, that plaintiff could not maintain the action, as the riparian rights had been separated from her lot by the deed mentioned. *Gibson* v. *Carroll* (Tex. Civ. App. 1915), 180 S. W. 630.

The cases on the separation of riparian rights from the upland are not harmonious. It is uniformly recognized that the land under the water, if it is in private ownership, may be separated from the upland. *Smith* v. *Ford*, 48 Wis. 115, 164; *People ex rel.* v. *Board of Supervisors*, 125 Ill. 1, 23; *Dunlop* v. *Stetson*, 4 Mason, 349; *Den* v. *Wright*, 1 Peters C. C., 64. When such a separation has taken place the result upon the riparian rights which were incident to the upland is not clear. Generally speaking, those rights which partially depend upon the possession or ownership of the soil upon which the water rests are separable from the upland. The right to construct wharves or other structures in the water (*Simons* v. *French*, 25 Conn. 346; *Goodsell* v. *Lawson*, 42 Md. 348, 372; *Hastings* v. *Grimshaw*, 153 Mass. 497), the right to catch fish by fixtures annexed to the soil (*Matthews* v. *Treat*, 75 Me. 594), and the right to use the water as it flows in the stream for